

ECSF-Stationsordnung

NCI

(Version 2001)



NCI STATION USE AGREEMENT

1. Legal requirements (permits, etc.)

I, the undersigned Prof./Dr./Mrs./Mr. _____, declare that all research and other activities undertaken by myself and in my project are in accordance with the following conditions for the use of the land and facilities of Nature and Culture International (NCI).

1. For any research project planned at NCI, I will apply for approval to the board of trustees of NCI, for the attention of the Scientific Director, Dr. R.W. Bussmann. For any investigation undertaken, and any export of collected material of any kind, I will apply for to all the Ecuadorian authorities concerned (e.g., INEFAN, Ministerio de Medio Ambiente, customs, etc.). For contacts and communications with these authorities, NCI will supply its support and advise upon request. All activities are undertaken in strict conformity with all Ecuadorian laws and regulations. Any act or unlawful conduct, especially the illegal export of collected material, will lead to immediate suspension of all activities of my research project. Additionally, I agree, that all scientific work will comply with the highest scientific and ethical standards, and will strictly confirm with the "Convention of Biodiversity of the United Nations", the "Convention of Cartagena of the Andean States about the Common Access to Genetic Resources", and other related agreements ratified by the Ecuadorian government.
2. No study of genetic or bioprospecting or pharmacology will be performed without my gaining the previously written permissions of the Ecuadorian authorities and of NCI as well.
3. My project and research, undertaken under the auspices of NCI or at its or its affiliate properties, has no commercial funding, background, affiliation or aim, and will not establish such. I agree that all possible rights with respect to the above mentioned conventions and other related agreements ratified by the Ecuadorian government will be respected. Any rights, particularly those associated with genetic or other bioprospecting or pharmacology will be transferred to the Ecuadorian authorities for the benefit of the People and the State of Ecuador.
4. My project will undertake its best reasonable efforts to include Ecuadorian counterparts / collaborators, especially with respect to the possibility to perform the work for their thesis.
5. All publications will be in English or Spanish. Theses (Diploma, PhD) will contain at least an extended summary in Spanish (approximately 5 pages). This summary in Spanish of academic theses may be published in the journal of NCI or its respective web-site. An annual report in Spanish required for research permits about the progress of my project will be submitted to NCI latest November 1st of the respective year, and may be published in the NCI Journal or web-site, and will be presented to the public in an annual conference, organized by NCI or at NCI's discretion at periodic presentations.
6. Investigators shall use their best efforts to leave copies of all acquired data or research results

at the research station. Duplicates of collected botanical specimens (as far as available) must be deposited at the station herbarium. Copies of other documentary material (slides, etc.) should also be deposited.

7. Four (4) copies of all theses and publications must be deposited at the NCI office.
8. I agree to use my best efforts to respect all local customs and traditions for their intrinsic value and as a means to avoid cultural impacts of my activities.

2. Use of NCI facilities

I, the undersigned Prof./Dr./Mrs./Mr. _____, agree as follows that all research and other activities undertaken by myself and in my project are in accordance with the following conditions for the use of the land and facilities of the Nature and Culture International (NCI):

1. I, and all of my co-workers in the project, carried out at NCI are disclosed to and approved by the administration of NCI.
2. NCI, Ivan Gayler and their officials and affiliates are not and cannot be made responsible or liable for physical or psychological damage to any investigator or visitor within the properties or installations of ECSF, while affiliated with NCI, or upon the use of equipment of NCI. All investigations and activities are entirely undertaken at my risk. In the event of any loss or injury whatsoever (including loss of life), I agree to hold NCI, Ivan Gayler, and their affiliates harmless, to waive all claims against them, and to indemnify them from loss. This also pertains to any use of transportation, vehicles, or machinery, whether obtained by NCI or any other person.
3. The Scientific Director, Dr. R.W. Bussmann, will act as scientific mediator between the Research-Projects and NCI; he will check the project applications with respect to their conformity and the NCI regulations. Special evaluation of projects by NCI is required for:
 1. Experiments resulting in a change of the structure of the concerned ecosystem, if larger than 10m x 10m.
 2. Projects intending to undertake ethnobotanical or pharmacological studies, or any kind of bioprospecting or genetic prospecting.
 3. The station resident scientist and all research groups however have to be informed and consulted, in case of the construction of new transects and paths.
 4. I agree to pay the respective costs for the use of NCI facilities as published in the effective price list for DFG-Researchers. Changes in pricing, other than caused by changing tax regulations, will be announced at least six months in advance.
 5. I am responsible to provide for medical insurance for myself, and to pay for all medical costs for myself, whether due to illness, injury, or any other cause.

6. I agree that I shall be liable for any damage caused to the NCI infrastructure or other persons or property in any way associated with any action by myself. I agree to indemnify NCI, Ivan Gayler, and any affiliates from any loss associated therewith whatsoever.

This agreement is subject to further elaboration by NCI and I agree to execute such further documentation as requested or required to effect this agreement, its elaboration, or the waivers on indemnities referred to herein.

Agreed,

Location and Date: _____ Signature: _____

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